

SERIAL 06165 SS COMPUMED ECG OVERREAD SERVICE

DATE OF LAST REVISION: November 19, 2010 CONTRACT END DATE: October 31, 2011

**CONTRACT PERIOD BEGINNING NOVEMBER 01, 2006
ENDING OCTOBER 31, ~~2009-2010~~ 2011**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **COMPUMED ECG OVERREAD SERVICE**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Maricopa County Agreement. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. NIGP CODE 9487420

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

COMPUMED

ECG and OVERREAD SERVICE AGREEMENT

COMPUMED: CompuMed, Inc. (a Delaware Corporation)
5777 W. Century Blvd., Suite 1285
Los Angeles, CA 90045
Telephone: 310-258-5000
Fax: 310-645-4555

CUSTOMER: Maricopa County
301 W. Jefferson St.
Phoenix, AZ 85003
Telephone: 602-506-5579
Fax: 602-506-2577

This Agreement is between CompuMed, Inc. (hereinafter referred to as "COMPUMED") and Maricopa County (hereinafter referred to as "CUSTOMER") and is made in consideration of the following mutual terms and covenants. The parties agree as follows:

1. Equipment. CUSTOMER owns their electrocardiogram equipment (hereinafter referred to as "the Equipment"):

Number of Units: 8 Model: System 507 or 707 Sites: See Site List on Exhibit B

2. Term. The Term of this Agreement shall begin on November 1, 2006, and end October 31, 2009.
3. Services. COMPUMED offers the following services:

- A. ECG Computer Analysis: COMPUMED offers automatic computer analysis and achieving of a transmitted ECG. CUSTOMER has free access to stored tests during life of Agreement.
- B. Physician Overreading ECG Service: Once the ECG Computer Analysis is performed, COMPUMED offers the services of an independently contracted cardiologist to Overread selected ECG test results. Overreads are performed on a STAT or a REGULAR basis, as defined in this Agreement. A STAT Overread is read by a cardiologist within one (1) hour from the time it is requested, and the ECG is transmitted to COMPUMED. A REGULAR Overread is read by a cardiologist within twenty-four (24) hours from the time it is requested, and the ECG is transmitted to COMPUMED. However, the parties agree that all requests for a REGULAR overread that COMPUMED receives on a Friday after 2PM PST, shall be overread on or before 2PM PST, the following Monday.

Please select one:

☐ Overread all ECGs

☒ Overread ECG's by CUSTOMER request only

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ECG and OVEREAD SERVICE AGREEMENT

4. Fees for Services. CUSTOMER shall transmit all of their ECG tests over a telephone line to COMPUMED for computerized interpretation and storage. CUSTOMER agrees to pay COMPUMED the fees, as defined on attached **Exhibit A**. CUSTOMER also agrees that payment shall be due within thirty (30) days of receipt of COMPUMED's invoice.
5. Training. Training on how to use COMPUMED's services shall be provided by COMPUMED to CUSTOMER's representative via telephone. COMPUMED shall not be responsible for providing in-person training. However, such services may be available at COMPUMED's discretion, and at an additional cost to CUSTOMER. shall be done by CUSTOMER.
6. Obligations. The parties agree to the following obligations:
 - A. COMPUMED shall (i) provide CUSTOMER with ECG computer processing services on a 24 hours per day, 7 days per week basis, including holidays; said services being timely, and of good technical quality; (ii) provide CUSTOMER with technical support via telephone.
 - B. CUSTOMER shall be responsible for (i) training its employees and agents in the proper operation of the CUSTOMER-owned Equipment; (ii) Training on how to perform an ECG test, and (iii) assisting COMPUMED in troubleshooting any Equipment failures.
7. General Provisions.
 - A. CUSTOMER understands that (i) the Equipment and Services are solely for the use of physicians approved by, associated with or affiliated with CUSTOMER, as an adjunct to the formulation of a medical diagnosis in conjunction with other conventional medical diagnostic procedures; (ii) COMPUMED is not a healthcare provider; and (iii) COMPUMED does not offer to undertake or practice medicine, or perform medical diagnostic services. The parties agree that COMPUMED is not an agent, employee, or joint venturer with CUSTOMER or with CUSTOMER's agents or with any physician(s) including those who perform overreading services as defined in this Agreement.
 - B. Limits of Liability. The parties agree that COMPUMED will not be held liable for nonperformance, delay, or failure of the Equipment which may be caused by or result from the failure of any public utility service, fire, disaster, act of God, computer or peripheral equipment failure, or any other event beyond COMPUMED's control. COMPUMED shall not be responsible for consequential or compensatory damages or lost revenue.
 - C. Disclaimer. COMPUMED makes no warranties, expressed or implied, other than the express representations contained in this Agreement.

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ECG and OVEREAD SERVICE AGREEMENT

D. Breach. This Agreement shall be breached and CUSTOMER shall be deemed in default hereunder if (i) CUSTOMER defaults in making any payment to COMPUMED when due and such default continues for thirty (30) days; or (ii) CUSTOMER ceases to do business as a ongoing concern or files a petition for bankruptcy. In case of any default or breach of this Agreement, COMPUMED shall have the right to the following remedies:

1. to recover from CUSTOMER an amount equal to the unpaid balance due and to become due during the term of the AGREEMENT;
2. COMPUMED shall have such other remedies as available at law.

E. Notice. Any notices regarding this Agreement shall be given to the parties in person, or by first-class mail, to the addresses listed in the first paragraph of this Agreement and to the attention of the following persons:

COMPUMED: Mr. Eric Larsen

CUSTOMER: Mr. Dennis Flynn

F. Entire Agreement. This document is the entire agreement between the parties and supersedes all prior negotiations. This Agreement may only be amended in writing, signed by both parties, unless otherwise provided in this Agreement.

8. Additional Terms and Conditions.


Maricopa County is responsible for its own negligence, gross negligence, willful misconduct or legal wrongdoing in any way connected with the performance of any work under this Agreement which results in claims or liabilities, penalties, costs or expenses. CompuMed is responsible for its own negligence, gross negligence, willful misconduct or legal wrongdoing in any way connected with the performance of any work under this Agreement which results in claims or liabilities, penalties, costs or expenses.

9. Governing Law. This Agreement shall be interpreted under and governed by the laws of the State of Arizona, without regard to its conflict of laws rules. Exclusive venue and jurisdiction for any litigation involving this Agreement will be in the state or federal courts sitting in Maricopa County, Arizona.

Accepted by COMPUMED:

 Dr. Mark R. Smith 10/24/06
Authorized Representative Signature, Title Date

Accepted by CUSTOMER:

 Chris Smith 11/14/06
Authorized Representative Signature, Title Date

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ECG and OVERREAD SERVICE AGREEMENT

Attached: EXHIBIT A - Fee Schedule
EXHIBIT B - Site List

EXHIBIT A

ELECTROCARDIOGRAM (ECG) SERVICES

CUSTOMER agrees to pay COMPUMED the following fees:

Fees for ECG Computer Analysis and Archiving

ECGs will be billed at the rate of \$ 8 per ECG interpretation. Transmission and storage is included in the \$8 price. CUSTOMER has free access to stored test during life of agreement.

Fees for Physician Overreading Service

A STAT Overread is read by a cardiologist within one (1) hour from the time it is requested, and the ECG is transmitted to COMPUMED. A REGULAR Overread is read by a cardiologist within twenty-four (24) hours from the time it is requested, and the ECG is transmitted to COMPUMED. However, the parties agree that any request for a REGULAR overread that COMPUMED receives on a Friday after 2PM PST, shall be overread on or before 2PM PST, the following Monday.

- (i) The Overread fee per REGULAR Overread shall be \$15.
- (ii) The Overread fee per STAT Overread shall be \$25.
- (iii) The Overread fee per COLD Overread shall be \$35. A COLD Overread is a rare occurrence when, for whatever reason, a customer faxes an uninterpreted ECG in for an Overread.

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ECG and OVEREAD SERVICE AGREEMENT

EXHIBIT B

Site List

The following sites are included in this Agreement:

<u>SITE</u>	<u>ACCOUNT #</u>	<u>SYSTEM</u>	<u>EXTENDED WARRANTY EXPIRES</u>
1. Madison O/P	A2545	System 507	1/27/07
2. Towers	A2547	System 507	2/1/07
3. Durango O/P	A2548	System 507	2/1/07
4. Estrella	A2549	System 507	2/1/07
5. Estrella Support	A6136	System 507	2/1/07
6. Lower Buckeye	A6137	System 707	7/7/09
7. L. Buckeye #2	A6138	System 707	7/7/09
8. 4th Ave. Intake	A6139	System 707	7/7/09

Additional sites can be added to this contract, at the same terms and conditions, as requested by the CUSTOMER.

CompuMed

ECG and OVERREAD SERVICE AGREEMENT

Agreement Addendum

ECG and OVERREAD SERVICE AGREEMENT – ADDENDUM

CompuMed: CompuMed, Inc. (a Delaware Corporation)
5777 W. Century Blvd., Suite 360
Los Angeles, CA 90045
Telephone: 310-258-5000 Fax: 310-645-5880

Customer: Maricopa County
301 W. Jefferson St.
Phoenix, AZ 85003
Telephone: 602-506-5579
Fax: 602-506-2577

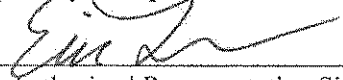
This Agreement is between CompuMed, Inc. and Maricopa County and is made in consideration of the following mutual terms.

The parties agree as follows:

This is an addendum of the existing agreement in place from November 1, 2006 through October 31, 2009. The Contract has been extended one year, to expire October 31, 2010. **All other terms, conditions and prices shall remain in effect.**

Acceptance:

Accepted by CompuMed:



Authorized Representative Signature

10/21/09

Date

Eric Larson, Sr. V.P. and GM, Telecardiology

Printed Name and Title

Accepted by Maricopa County:



Authorized Representative Signature

10/30/09

Date

Wesley L. Baysinger

Printed Name and Title

CompuMed

ECG and OVERREAD SERVICE AGREEMENT

Agreement Addendum

ECG and OVERREAD SERVICE AGREEMENT – ADDENDUM #2

CompuMed: CompuMed, Inc. (a Delaware Corporation)
5777 W. Century Blvd., Suite 360
Los Angeles, CA 90045
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Acceptance:

Accepted by CompuMed:



Authorized Representative Signature

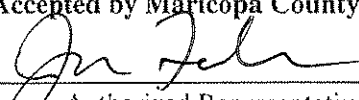
11/3/10

Date

Eric Larsen Sr. V.P. and GM, Telecardiology

Printed Name and Title

Accepted by Maricopa County:



Authorized Representative Signature

11/12/11

Date

James Foley, Deputy Chief Procurement Officer

Printed Name and Title